

RECORDATION NO. 7436-11 Filed 1425

DEC 1 1978-8 30 AM

INTERSTATE COMMERCE COMMISSION

W. E. LEWELLEN
VICE PRESIDENT-FINANCIAL SERVICES

RECORDATION NO. 7436-11 Filed 1425

DEC 1 1978-8 30 AM

INTERSTATE COMMERCE COMMISSION

Mr. H. Gordon Homme, Jr., Acting Secretary
Interstate Commerce Commission
12th & Constitution Avenues, N.W.
Washington, D. C. 20423

Dear Mr. Homme:

Please find enclosed for filing in your office pursuant to Section 20(c) of the Interstate Commerce Act and Commission Regulations with respect thereto, a duly executed and acknowledged and two certified true copies of:

1. Amendment Number 2 dated as of December 1, 1978 to a Non-Recourse Purchase and Lease Agreement relating to surface railway rolling stock between Whitkath Inc., a New York corporation, as the Lessor and United States Steel Corporation, a Delaware corporation, as the Lessee. By the terms of the Lease, the Lessor will purchase certain surface railway rolling stock to be leased by the Lessee. The aforesaid Non-Recourse Purchase and Lease Agreement was recorded with the Interstate Commerce Commission at 9:35 a.m. on March 21, 1974 at Recordation Number 7436. Amendment Number 1 to said Lease was recorded with the Commission on March 1, 1977 and certain Waivers dated as of September 1, 1977 to said Lease were recorded with the Commission on October 3, 1977.
2. Basic Lease Supplement 046 relating to one gang car - one man section covered by the aforesaid Lease.



United
States
Steel
Corporation

600 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15210

December 1, 1978

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION
Nov 31 8 25 AM '78

I.C.C.

RECORDATION NO. 7436-11 Filed 1425

DEC 1 1978-8 30 AM

INTERSTATE COMMERCE COMMISSION

No. 8-335-A07

Date DEC 1 1978

Fee \$ 50.00

ICC Washington, D. C.

Jim Bohan
C. R. [Signature]

Mr. H. Gordon Homme, Jr., Acting Secretary
December 1, 1978
Page 2

3. Trust Indenture Supplement 046 (with respect to one gang car - one man section) to a Trust Indenture relating to surface railway rolling stock between Whitkath and First National City Bank (now Citibank, N.A.), a national banking association with corporate trust offices located in New York, New York, as trustee for The Prudential Insurance Company of America, The Travelers Insurance Company and Connecticut General Life Insurance Company, institutional investors who will finance a portion of the purchase price of such surface railway rolling stock by loans to Whitkath which will be secured by the Trust Indenture and evidenced by Whitkath's 8 1/8% non-recourse secured notes to such investors. With certain exceptions, all lease rental payments will be remitted directly to the Trustee to retire the notices of Whitkath. The aforesaid Trust Indenture was recorded with the Interstate Commerce Commission at 9:35 a.m. on March 21, 1974 at Recordation Number 7436-a. Amendment Number 1 to said Indenture was recorded with the Commission on March 1, 1977.
4. Basic Lease Supplement 049 relating to one 27 ton sand tower and one portable jack covered by the aforesaid Lease.
5. Trust Indenture Supplement 049 (with respect to one 27 ton sand tower and one portable jack) to the aforesaid Trust Indenture.

The surface railway rolling stock will be purchased and leased in connection with the development of the Cumberla Mine of the Lessee in Greene County, Pennsylvania and will be utilized to transport coal from such Mine to certain loading facilities of the Lessee on the Monongahela River near Alicia Pennsylvania for further shipment through the Commonwealth of Pennsylvania and the State of Ohio to the Province of Ontario



Mr. H. Gordon Homme, Jr., Acting Secretary
December 1, 1978
Page 3

in Canada. Such surface railway rolling stock will include one diesel-electric, standard, railroad locomotive; thirty-or fast dumping 100-ton capacity hopper cars for unit train open gas or diesel powered mobile maintenance equipment; a hydraulic rerailing system and a rail drill; and replacement parts therefor and surface railway rolling stock substituted therefor. The enclosed Lease and Indenture Supplements cover a gang car-one man section, a 27 ton sand tower and a portable jack.

Lease rental payments are to be made to the Lessee by Ontario Hydro, a body corporate created and continued by Act of the Province of Ontario, Canada, as a portion of the purchase price of coal to be recovered from the Lessee's Cumberland Mine. The Lessee has sold and assigned its rights to such lease rental payments to Whitkath in Section 13 of the Lease. Whitkath, in turn, has, in the granting clauses of the Trust Indenture granted a security interest in its rights to certain such lease rental payments in all of the surface railway rolling stock as well as other rights of Whitkath under the Lease to the Trustee for the benefit of the aforesaid institutional investors. Accordingly, such assignments and security interests are contained in the documents recorded at Recordation Number 7436 and 7463-a, as subsequently amended, modified and supplemented and as amended and supplemented by the documents enclosed herewith for recordation and have not been embodied in separate instruments.

None of the enclosed documents have previously been filed and recorded with the Commission.

The addresses of the parties herein identified are set forth in Schedule A hereto.

We would appreciate the original of Amendment Number 2 to the Lease, Trust Indenture Supplements 046 and 049 and Basic Lease Supplements 046 and 049 being returned to the Trustee via the courier who will present the enclosed documents for filing and recordation.

Very truly yours,

W. E. Swell
Vice President

Enclosures

SCHEDULE A

United States Steel Corporation
71 Broadway
New York, New York 10006
Attention: Treasurer

Whitkath Inc.
c/o Morgan Guaranty Trust
Company of New York
23 Wall Street
New York, New York 10015
Attention: Loan Department

Ontario Hydro
700 University Avenue
Toronto, Canada M5G 1X6
Attention: Secretary

Citibank, N.A.
111 Wall Street
New York, New York 10015
Attention: Corporate Securities Service Department

The Prudential Insurance Company of America
Newark, New Jersey 07101
Attention: Vice President in charge of the
Bond and Commercial Loan Department

The Travelers Insurance Company
One Tower Square
Hartford, Connecticut 06115
Attention: Securities Department

Connecticut General Life Insurance Company
Hartford, Connecticut 06152
Attention: Bond Department W-32

Interstate Commerce Commission
Washington, D.C. 20423

12/1/78

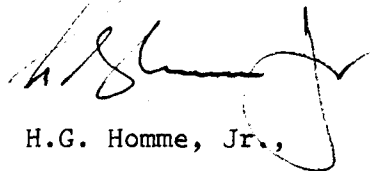
OFFICE OF THE SECRETARY

W.E.Lewellen
Vice Pres.-Financial Services
United States Steel Corp.
600 Grant Street
Pittsburgh, Pennsylvania

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 12/1/78 at 8:30am,
and assigned recordation number(s) 7436-K, 7436-L, 7436-M
7436-N
7436-O

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

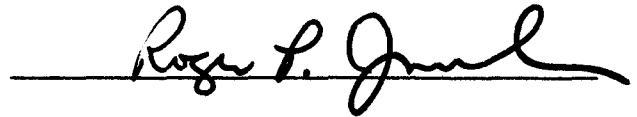
Enclosure(s)

SE-30-T
(2/78)


DEC 1 1978-8 20 AM

Certification INTERSTATE COMMERCE COMMISSION

I, Roger P. Joseph, having been duly sworn, do hereby certify that I have compared the attached copy of Amendment Number 2 dated as of December 1, 1978 to the Non-Recourse Purchase and Lease Agreement relating to surface railway rolling stock between Whitkath Inc. and United States Steel Corporation with the original thereof, and I have found the attached copy to be a true and correct copy of such original.



Sworn to before me this
30th day of November, 1978.



Notary Public
VIRGINIA I. FLANDRAU
NOTARY PUBLIC, State of New York
No. 24-4669365
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1980

AMENDMENTS NUMBER 2

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

AMENDMENTS NUMBER 2 dated as of December 1, 1978 to the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, and each as amended by Amendments Number 1 thereto dated as of March 1, 1977 (separately, a "Lease", and collectively, the "Leases"), between Whitkath Inc., a New York corporation ("Lessor"), and United States Steel Corporation, a Delaware corporation ("Lessee").

WHEREAS, the parties to the Leases desire to amend the Leases in certain respects;

NOW, THEREFORE, Lessor and Lessee agree as follows:

Paragraph 1. Definitions. For purposes of these Amendments Number 2, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

Paragraph 2. Amendments to Sections 17(a) and 17(b). (a) Section 17(a) of each Lease is hereby amended by deleting therefrom the proviso appearing in the first sentence of such Section 17(a) and substituting the following:

"provided, however, that the maximum amount of fire and extended coverage insurance covering all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(a) shall at all times be at least \$5,000,000 per each occurrence, with deductibles of no greater than \$1,000,000 per each occurrence."

(b) Section 17(b) is hereby amended by deleting clause (ii) from the third sentence thereof and substituting in place of such clause (ii) the following:

"(ii) provide that the maximum amount of insurance covering public liability for personal injury, death and property damage with respect to all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(b) shall at all times be at least \$25,000,000 per each occurrence, with deductibles of no greater than \$2,000,000 per each occurrence."

Paragraph 3. Amendments to Schedule 3. Schedule 3 to the Leases is hereby amended as set forth in the Annex attached hereto and incorporated herein in full by reference.

Paragraph 4. Continuing Effect of Leases; Termination of Certain Waivers. Except as herein specifically amended, the terms of both of the Leases are hereby ratified

and confirmed as being in full force and effect. Those certain Waivers dated as of September 1, 1977 to the Leases between Lessor and Lessee are hereby terminated as of the date first written above, insofar as such Waivers are in respect of the Leases.

Paragraph 5. Chattel Paper. To the extent, if at all, that these Amendments Number 2 to either Lease or both Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in these Amendments Number 2 may be created through the transfer or possession of any counterpart other than the original counterpart hereof, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

Paragraph 6. Effectiveness and Enforceability. These Amendments Number 2 shall be effective and enforceable upon the execution and delivery hereof by the Lessor and the Lessee and the execution and delivery of the consents, instructions and agreements appended hereto by the parties designated therein.

Paragraph 7. Counterparts. These Amendments Number 2 (and the annexed consents, instructions and agreements) may be executed in any number of counterparts and

by the parties hereto in separate counterparts. Except as provided in Paragraph 5 hereof, (i) each of such counterparts when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument, and (ii) it shall not be necessary to produce or account for more than sufficient counterparts hereof to evidence execution by the parties to these Amendments Number 2 and to the consents, instructions and agreements appended hereto.

IN WITNESS WHEREOF, these Amendments Number 2 have been duly executed by the undersigned, hereunto duly authorized as of the date first written above.

WHITKATH INC.

By 

[SEAL]

Attest:



UNITED STATES STEEL CORPORATION

By _____

[SEAL]

Attest:

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 28th day of November, 1978, before me personally appeared James S. Goodpastor, to me personally known, who being by me duly sworn, says that he is the Vice President of WHITKATH INC., a New York corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

My commission expires: March 29, 1979

VERONICA C. MILLER
Notary Public, State of New York
No. 30-4501960
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 29, 1979

COMMONWEALTH OF PENNSYLVANIA)
 : ss.:
COUNTY OF ALLEGHENY)

On this day of , 1978, before me personally appeared , to me personally known, who being by me duly sworn, says that he is the of UNITED STATES STEEL CORPORATION, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

My commission expires:

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended by Amendment Number 1 thereto dated as of March 1, 1977, and Amendment Number 2 thereto dated as of September 27, 1978, and as modified by the Waivers thereto dated as of September 1, 1977 (the "Participation Agreement") among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), the Lessor, the Lessee, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee, the undersigned hereby consents to the execution and delivery of the attached Amendments Number 2 to the Leases.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended by Amendment Number 1 thereto effective as of January 1, 1977, between Ontario Hydro and the Lessee, any references to the Lease in such document include the attached Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized as of December 1, 1978.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Section 17B of the Participation Agreement, the undersigned hereby consent to the execution and delivery of the foregoing Amendments Number 2 to the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between the Lessor and the Trustee, hereby instruct the Trustee to agree to the execution and delivery of said Amendments Number 2.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By *Roland L. Larkin*
Vice President

THE TRAVELERS INSURANCE COMPANY

By _____

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By _____

AGREEMENT

Pursuant to the foregoing instructions, Citibank, N.A., as Trustee under the Indentures, hereby agrees to the execution and delivery of the above Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

CITIBANK, N.A., as Trustee

By _____

ANNEX

Changes to Schedule 3 of the Lease
(not relating to surface railway rolling stock)

<u>Group</u>	<u>Add</u>	<u>Delete</u>	<u>Substitute</u>
I	3. Emergency Medical Vehicle		
II	4. Longwall Mining System		
IV		5. 4/0 SKV Cable	5. 4/0 8 KV Cable

Change to Schedule 3 of the Lease
(relating to surface railway rolling stock)

VI(b)	2. Electric Powered Jacks
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AMENDMENTS NUMBER 2

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

AMENDMENTS NUMBER 2 dated as of December 1, 1978 to the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, and each as amended by Amendments Number 1 thereto dated as of March 1, 1977 (separately, a "Lease", and collectively, the "Leases"), between Whitkath Inc., a New York corporation ("Lessor"), and United States Steel Corporation, a Delaware corporation ("Lessee").

WHEREAS, the parties to the Leases desire to amend the Leases in certain respects;

NOW, THEREFORE, Lessor and Lessee agree as follows:

Paragraph 1. Definitions. For purposes of these Amendments Number 2, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

Paragraph 2. Amendments to Sections 17(a) and 17(b). (a) Section 17(a) of each Lease is hereby amended by deleting therefrom the proviso appearing in the first sentence of such Section 17(a) and substituting the following:

"provided, however, that the maximum amount of fire and extended coverage insurance covering all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(a) shall at all times be at least \$5,000,000 per each occurrence, with deductibles of no greater than \$1,000,000 per each occurrence."

(b) Section 17(b) is hereby amended by deleting clause (ii) from the third sentence thereof and substituting in place of such clause (ii) the following:

"(ii) provide that the maximum amount of insurance covering public liability for personal injury, death and property damage with respect to all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(b) shall at all times be at least \$25,000,000 per each occurrence, with deductibles of no greater than \$2,000,000 per each occurrence."

Paragraph 3. Amendments to Schedule 3. Schedule 3 to the Leases is hereby amended as set forth in the Annex attached hereto and incorporated herein in full by reference.

Paragraph 4. Continuing Effect of Leases; Termination of Certain Waivers. Except as herein specifically amended, the terms of both of the Leases are hereby ratified

and confirmed as being in full force and effect. Those certain Waivers dated as of September 1, 1977 to the Leases between Lessor and Lessee are hereby terminated as of the date first written above, insofar as such Waivers are in respect of the Leases.

Paragraph 5. Chattel Paper. To the extent, if at all, that these Amendments Number 2 to either Lease or both Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in these Amendments Number 2 may be created through the transfer or possession of any counterpart other than the original counterpart hereof, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

Paragraph 6. Effectiveness and Enforceability. These Amendments Number 2 shall be effective and enforceable upon the execution and delivery hereof by the Lessor and the Lessee and the execution and delivery of the consents, instructions and agreements appended hereto by the parties designated therein.

Paragraph 7. Counterparts. These Amendments Number 2 (and the annexed consents, instructions and agreements) may be executed in any number of counterparts and

by the parties hereto in separate counterparts. Except as provided in Paragraph 5 hereof, (i) each of such counterparts when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument, and (ii) it shall not be necessary to produce or account for more than sufficient counterparts hereof to evidence execution by the parties to these Amendments Number 2 and to the consents, instructions and agreements appended hereto.

IN WITNESS WHEREOF, these Amendments Number 2 have been duly executed by the undersigned, hereunto duly authorized as of the date first written above.

WHITKATH INC.

By _____

[SEAL]

Attest:

UNITED STATES STEEL CORPORATION

By _____

[SEAL]

Attest:

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended by Amendment Number 1 thereto dated as of March 1, 1977, and Amendment Number 2 thereto dated as of September 27, 1978, and as modified by the Waivers thereto dated as of September 1, 1977 (the "Participation Agreement") among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), the Lessor, the Lessee, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee, the undersigned hereby consents to the execution and delivery of the attached Amendments Number 2 to the Leases.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended by Amendment Number 1 thereto effective as of January 1, 1977, between Ontario Hydro and the Lessee, any references to the Lease in such document include the attached Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized as of December 1, 1978.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Section 17B of the Participation Agreement, the undersigned hereby consent to the execution and delivery of the foregoing Amendments Number 2 to the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between the Lessor and the Trustee, hereby instruct the Trustee to agree to the execution and delivery of said Amendments Number 2.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

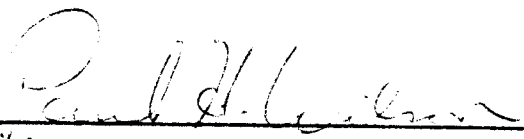
THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By _____

THE TRAVELERS INSURANCE COMPANY

By _____

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By 
Paul H. Wilson , Investment Officer

AGREEMENT

Pursuant to the foregoing instructions, Citibank, N.A., as Trustee under the Indentures, hereby agrees to the execution and delivery of the above Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

CITIBANK, N.A., as Trustee

By _____

ANNEX

Changes to Schedule 3 of the Lease
(not relating to surface railway rolling stock)

<u>Group</u>	<u>Add</u>	<u>Delete</u>	<u>Substitute</u>
I	3. Emergency Medical Vehicle		
II	4. Longwall Mining System		
IV		5. 4/0 SKV Cable	5. 4/0 8 KV Cable

Change to Schedule 3 of the Lease
(relating to surface railway rolling stock)

VI(b)	2. Electric Powered Jacks
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AMENDMENTS NUMBER 2

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

AMENDMENTS NUMBER 2 dated as of December 1, 1978 to the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, and each as amended by Amendments Number 1 thereto dated as of March 1, 1977 (separately, a "Lease", and collectively, the "Leases"), between Whitkath Inc., a New York corporation ("Lessor"), and United States Steel Corporation, a Delaware corporation ("Lessee").

WHEREAS, the parties to the Leases desire to amend the Leases in certain respects;

NOW, THEREFORE, Lessor and Lessee agree as follows:

Paragraph 1. Definitions. For purposes of these Amendments Number 2, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

Paragraph 2. Amendments to Sections 17(a) and 17(b). (a) Section 17(a) of each Lease is hereby amended by deleting therefrom the proviso appearing in the first sentence of such Section 17(a) and substituting the following:

"provided, however, that the maximum amount of fire and extended coverage insurance covering all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(a) shall at all times be at least \$5,000,000 per each occurrence, with deductibles of no greater than \$1,000,000 per each occurrence."

(b) Section 17(b) is hereby amended by deleting clause (ii) from the third sentence thereof and substituting in place of such clause (ii) the following:

"(ii) provide that the maximum amount of insurance covering public liability for personal injury, death and property damage with respect to all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(b) shall at all times be at least \$25,000,000 per each occurrence, with deductibles of no greater than \$2,000,000 per each occurrence."

Paragraph 3. Amendments to Schedule 3. Schedule 3 to the Leases is hereby amended as set forth in the Annex attached hereto and incorporated herein in full by reference.

Paragraph 4. Continuing Effect of Leases; Termination of Certain Waivers. Except as herein specifically amended, the terms of both of the Leases are hereby ratified

and confirmed as being in full force and effect. Those certain Waivers dated as of September 1, 1977 to the Leases between Lessor and Lessee are hereby terminated as of the date first written above, insofar as such Waivers are in respect of the Leases.

Paragraph 5. Chattel Paper. To the extent, if at all, that these Amendments Number 2 to either Lease or both Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in these Amendments Number 2 may be created through the transfer or possession of any counterpart other than the original counterpart hereof, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

Paragraph 6. Effectiveness and Enforceability. These Amendments Number 2 shall be effective and enforceable upon the execution and delivery hereof by the Lessor and the Lessee and the execution and delivery of the consents, instructions and agreements appended hereto by the parties designated therein.

Paragraph 7. Counterparts. These Amendments Number 2 (and the annexed consents, instructions and agreements) may be executed in any number of counterparts and

by the parties hereto in separate counterparts. Except as provided in Paragraph 5 hereof, (i) each of such counterparts when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument, and (ii) it shall not be necessary to produce or account for more than sufficient counterparts hereof to evidence execution by the parties to these Amendments Number 2 and to the consents, instructions and agreements appended hereto.

IN WITNESS WHEREOF, these Amendments Number 2 have been duly executed by the undersigned, hereunto duly authorized as of the date first written above.

WHITKATH INC.

By _____

[SEAL]

Attest:

UNITED STATES STEEL CORPORATION

By _____

[SEAL]

Attest:

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended by Amendment Number 1 thereto dated as of March 1, 1977, and Amendment Number 2 thereto dated as of September 27, 1978, and as modified by the Waivers thereto dated as of September 1, 1977 (the "Participation Agreement") among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), the Lessor, the Lessee, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee, the undersigned hereby consents to the execution and delivery of the attached Amendments Number 2 to the Leases.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended by Amendment Number 1 thereto effective as of January 1, 1977, between Ontario Hydro and the Lessee, any references to the Lease in such document include the attached Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized as of December 1, 1978.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Section 17B of the Participation Agreement, the undersigned hereby consent to the execution and delivery of the foregoing Amendments Number 2 to the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between the Lessor and the Trustee, hereby instruct the Trustee to agree to the execution and delivery of said Amendments Number 2.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By _____

THE TRAVELERS INSURANCE COMPANY

By _____

Investment Officer

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By _____

AGREEMENT

Pursuant to the foregoing instructions, Citibank, N.A., as Trustee under the Indentures, hereby agrees to the execution and delivery of the above Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

CITIBANK, N.A., as Trustee

By _____

ANNEX

Changes to Schedule 3 of the Lease
(not relating to surface railway rolling stock)

<u>Group</u>	<u>Add</u>	<u>Delete</u>	<u>Substitute</u>
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WHEREAS, the parties to the Leases desire to amend the Leases in certain respects;

NOW, THEREFORE, Lessor and Lessee agree as follows:

Paragraph 1. Definitions. For purposes of these Amendments Number 2, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

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"provided, however, that the maximum amount of fire and extended coverage insurance covering all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(a) shall at all times be at least \$5,000,000 per each occurrence, with deductibles of no greater than \$1,000,000 per each occurrence."

(b) Section 17(b) is hereby amended by deleting clause (ii) from the third sentence thereof and substituting in place of such clause (ii) the following:

"(ii) provide that the maximum amount of insurance covering public liability for personal injury, death and property damage with respect to all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(b) shall at all times be at least \$25,000,000 per each occurrence, with deductibles of no greater than \$2,000,000 per each occurrence."

Paragraph 3. Amendments to Schedule 3. Schedule 3 to the Leases is hereby amended as set forth in the Annex attached hereto and incorporated herein in full by reference.

Paragraph 4. Continuing Effect of Leases; Termination of Certain Waivers. Except as herein specifically amended, the terms of both of the Leases are hereby ratified

and confirmed as being in full force and effect. Those certain Waivers dated as of September 1, 1977 to the Leases between Lessor and Lessee are hereby terminated as of the date first written above, insofar as such Waivers are in respect of the Leases.

Paragraph 5. Chattel Paper. To the extent, if at all, that these Amendments Number 2 to either Lease or both Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in these Amendments Number 2 may be created through the transfer or possession of any counterpart other than the original counterpart hereof, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

Paragraph 6. Effectiveness and Enforceability. These Amendments Number 2 shall be effective and enforceable upon the execution and delivery hereof by the Lessor and the Lessee and the execution and delivery of the consents, instructions and agreements appended hereto by the parties designated therein.

Paragraph 7. Counterparts. These Amendments Number 2 (and the annexed consents, instructions and agreements) may be executed in any number of counterparts and

by the parties hereto in separate counterparts. Except as provided in Paragraph 5 hereof, (i) each of such counterparts when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument, and (ii) it shall not be necessary to produce or account for more than sufficient counterparts hereof to evidence execution by the parties to these Amendments Number 2 and to the consents, instructions and agreements appended hereto.

IN WITNESS WHEREOF, these Amendments Number 2 have been duly executed by the undersigned, hereunto duly authorized as of the date first written above.

WHITKATH INC.

By _____

[SEAL]

Attest:

UNITED STATES STEEL CORPORATION

By 

[SEAL]

Attest:



On this day of , 1978, before me personally appeared , to me personally known, who being by me duly sworn, says that he is the of WHITKATH INC., a New York corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

On this 24th day of November, 1978, before me personally appeared W. C. [unclear], to me personally known, who being by me duly sworn, says that he is the Vice President of UNITED STATES STEEL CORPORATION, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires: **SANDRA M. WALTERS, Notary Public**
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES
DECEMBER 22, 1980

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended by Amendment Number 1 thereto dated as of March 1, 1977, and Amendment Number 2 thereto dated as of September 27, 1978, and as modified by the Waivers thereto dated as of September 1, 1977 (the "Participation Agreement") among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), the Lessor, the Lessee, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee, the undersigned hereby consents to the execution and delivery of the attached Amendments Number 2 to the Leases.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended by Amendment Number 1 thereto effective as of January 1, 1977, between Ontario Hydro and the Lessee, any references to the Lease in such document include the attached Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized as of December 1, 1978.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Section 17B of the Participation Agreement, the undersigned hereby consent to the execution and delivery of the foregoing Amendments Number 2 to the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between the Lessor and the Trustee, hereby instruct the Trustee to agree to the execution and delivery of said Amendments Number 2.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By _____

THE TRAVELERS INSURANCE COMPANY

By _____

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By _____

AGREEMENT

Pursuant to the foregoing instructions, Citibank, N.A., as Trustee under the Indentures, hereby agrees to the execution and delivery of the above Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

CITIBANK, N.A., as Trustee

By _____

ANNEX

Changes to Schedule 3 of the Lease
(not relating to surface railway rolling stock)

<u>Group</u>	<u>Add</u>	<u>Delete</u>	<u>Substitute</u>
I	3. Emergency Medical Vehicle		
II	4. Longwall Mining System		
IV		5. 4/0 SKV Cable	5. 4/0 8 KV Cable

Change to Schedule 3 of the Lease
(relating to surface railway rolling stock)

VI(b)	2. Electric Powered Jacks
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AMENDMENTS NUMBER 2

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

AMENDMENTS NUMBER 2 dated as of December 1, 1978 to the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, and each as amended by Amendments Number 1 thereto dated as of March 1, 1977 (separately, a "Lease", and collectively, the "Leases"), between Whitkath Inc., a New York corporation ("Lessor"), and United States Steel Corporation, a Delaware corporation ("Lessee").

WHEREAS, the parties to the Leases desire to amend the Leases in certain respects;

NOW, THEREFORE, Lessor and Lessee agree as follows:

Paragraph 1. Definitions. For purposes of these Amendments Number 2, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

Paragraph 2. Amendments to Sections 17(a) and 17(b). (a) Section 17(a) of each Lease is hereby amended by deleting therefrom the proviso appearing in the first sentence of such Section 17(a) and substituting the following:

"provided, however, that the maximum amount of fire and extended coverage insurance covering all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(a) shall at all times be at least \$5,000,000 per each occurrence, with deductibles of no greater than \$1,000,000 per each occurrence."

(b) Section 17(b) is hereby amended by deleting clause (ii) from the third sentence thereof and substituting in place of such clause (ii) the following:

"(ii) provide that the maximum amount of insurance covering public liability for personal injury, death and property damage with respect to all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(b) shall at all times be at least \$25,000,000 per each occurrence, with deductibles of no greater than \$2,000,000 per each occurrence."

Paragraph 3. Amendments to Schedule 3. Schedule 3 to the Leases is hereby amended as set forth in the Annex attached hereto and incorporated herein in full by reference.

Paragraph 4. Continuing Effect of Leases; Termination of Certain Waivers. Except as herein specifically amended, the terms of both of the Leases are hereby ratified

and confirmed as being in full force and effect. Those certain Waivers dated as of September 1, 1977 to the Leases between Lessor and Lessee are hereby terminated as of the date first written above, insofar as such Waivers are in respect of the Leases.

Paragraph 5. Chattel Paper. To the extent, if at all, that these Amendments Number 2 to either Lease or both Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in these Amendments Number 2 may be created through the transfer or possession of any counterpart other than the original counterpart hereof, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

Paragraph 6. Effectiveness and Enforceability. These Amendments Number 2 shall be effective and enforceable upon the execution and delivery hereof by the Lessor and the Lessee and the execution and delivery of the consents, instructions and agreements appended hereto by the parties designated therein.

Paragraph 7. Counterparts. These Amendments Number 2 (and the annexed consents, instructions and agreements) may be executed in any number of counterparts and

by the parties hereto in separate counterparts. Except as provided in Paragraph 5 hereof, (i) each of such counterparts when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument, and (ii) it shall not be necessary to produce or account for more than sufficient counterparts hereof to evidence execution by the parties to these Amendments Number 2 and to the consents, instructions and agreements appended hereto.

IN WITNESS WHEREOF, these Amendments Number 2 have been duly executed by the undersigned, hereunto duly authorized as of the date first written above.

WHITKATH INC.

By _____

[SEAL]

Attest:

UNITED STATES STEEL CORPORATION

By _____

[SEAL]

Attest:

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended by Amendment Number 1 thereto dated as of March 1, 1977, and Amendment Number 2 thereto dated as of September 27, 1978, and as modified by the Waivers thereto dated as of September 1, 1977 (the "Participation Agreement") among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), the Lessor, the Lessee, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee, the undersigned hereby consents to the execution and delivery of the attached Amendments Number 2 to the Leases.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended by Amendment Number 1 thereto effective as of January 1, 1977, between Ontario Hydro and the Lessee, any references to the Lease in such document include the attached Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized as of December 1, 1978.

ONTARIO HYDRO

By 

SECRETARY

CONSENT AND INSTRUCTION

Pursuant to Section 17B of the Participation Agreement, the undersigned hereby consent to the execution and delivery of the foregoing Amendments Number 2 to the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between the Lessor and the Trustee, hereby instruct the Trustee to agree to the execution and delivery of said Amendments Number 2.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By _____

THE TRAVELERS INSURANCE COMPANY

By _____

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By _____

AGREEMENT

Pursuant to the foregoing instructions, Citibank, N.A., as Trustee under the Indentures, hereby agrees to the execution and delivery of the above Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

CITIBANK, N.A., as Trustee

By _____

ANNEX

Changes to Schedule 3 of the Lease
(not relating to surface railway rolling stock)

<u>Group</u>	<u>Add</u>	<u>Delete</u>	<u>Substitute</u>
I	3. Emergency Medical Vehicle		
II	4. Longwall Mining System		
IV		5. 4/0 SKV Cable	5. 4/0 8 KV Cable

Change to Schedule 3 of the Lease
(relating to surface railway rolling stock)

VI(b)	2. Electric Powered Jacks
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AMENDMENTS NUMBER 2

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

AMENDMENTS NUMBER 2 dated as of December 1, 1978 to the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, and each as amended by Amendments Number 1 thereto dated as of March 1, 1977 (separately, a "Lease", and collectively, the "Leases"), between Whitkath Inc., a New York corporation ("Lessor"), and United States Steel Corporation, a Delaware corporation ("Lessee").

WHEREAS, the parties to the Leases desire to amend the Leases in certain respects;

NOW, THEREFORE, Lessor and Lessee agree as follows:

Paragraph 1. Definitions. For purposes of these Amendments Number 2, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

Paragraph 2. Amendments to Sections 17(a) and 17(b). (a) Section 17(a) of each Lease is hereby amended by deleting therefrom the proviso appearing in the first sentence of such Section 17(a) and substituting the following:

"provided, however, that the maximum amount of fire and extended coverage insurance covering all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(a) shall at all times be at least \$5,000,000 per each occurrence, with deductibles of no greater than \$1,000,000 per each occurrence."

(b) Section 17(b) is hereby amended by deleting clause (ii) from the third sentence thereof and substituting in place of such clause (ii) the following:

"(ii) provide that the maximum amount of insurance covering public liability for personal injury, death and property damage with respect to all Transferred and Leased Assets under this Lease maintained pursuant to this Section 17(b) shall at all times be at least \$25,000,000 per each occurrence, with deductibles of no greater than \$2,000,000 per each occurrence."

Paragraph 3. Amendments to Schedule 3. Schedule 3 to the Leases is hereby amended as set forth in the Annex attached hereto and incorporated herein in full by reference.

Paragraph 4. Continuing Effect of Leases; Termination of Certain Waivers. Except as herein specifically amended, the terms of both of the Leases are hereby ratified

and confirmed as being in full force and effect. Those certain Waivers dated as of September 1, 1977 to the Leases between Lessor and Lessee are hereby terminated as of the date first written above, insofar as such Waivers are in respect of the Leases.

Paragraph 5. Chattel Paper. To the extent, if at all, that these Amendments Number 2 to either Lease or both Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in these Amendments Number 2 may be created through the transfer or possession of any counterpart other than the original counterpart hereof, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

Paragraph 6. Effectiveness and Enforceability. These Amendments Number 2 shall be effective and enforceable upon the execution and delivery hereof by the Lessor and the Lessee and the execution and delivery of the consents, instructions and agreements appended hereto by the parties designated therein.

Paragraph 7. Counterparts. These Amendments Number 2 (and the annexed consents, instructions and agreements) may be executed in any number of counterparts and

by the parties hereto in separate counterparts. Except as provided in Paragraph 5 hereof, (i) each of such counterparts when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument, and (ii) it shall not be necessary to produce or account for more than sufficient counterparts hereof to evidence execution by the parties to these Amendments Number 2 and to the consents, instructions and agreements appended hereto.

IN WITNESS WHEREOF, these Amendments Number 2 have been duly executed by the undersigned, hereunto duly authorized as of the date first written above.

WHITKATH INC.

By _____

[SEAL]

Attest:

UNITED STATES STEEL CORPORATION

By _____

[SEAL]

Attest:

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of , 1978, before
me personally appeared , to me personally
known, who being by me duly sworn, says that he is the
 of WHITKATH INC., a New York corporation,
that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the
free act and deed of said corporation.

[SEAL] _____

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
 : ss.:
COUNTY OF ALLEGHENY)

On this day of , 1978, before
me personally appeared , to me personally
known, who being by me duly sworn; says that he is the
 of UNITED STATES STEEL
CORPORATION, a Delaware corporation, that the seal af-
fixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execu-
tion of the foregoing instrument was the free act and
deed of said corporation.

[SEAL] _____

My commission expires:

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended by Amendment Number 1 thereto dated as of March 1, 1977, and Amendment Number 2 thereto dated as of September 27, 1978, and as modified by the Waivers thereto dated as of September 1, 1977 (the "Participation Agreement") among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), the Lessor, the Lessee, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee, the undersigned hereby consents to the execution and delivery of the attached Amendments Number 2 to the Leases.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended by Amendment Number 1 thereto effective as of January 1, 1977, between Ontario Hydro and the Lessee, any references to the Lease in such document include the attached Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized as of December 1, 1978.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Section 17B of the Participation Agreement, the undersigned hereby consent to the execution and delivery of the foregoing Amendments Number 2 to the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between the Lessor and the Trustee, hereby instruct the Trustee to agree to the execution and delivery of said Amendments Number 2.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By _____

THE TRAVELERS INSURANCE COMPANY

By _____

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By _____

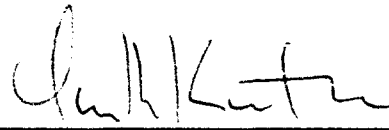
AGREEMENT

Pursuant to the foregoing instructions, Citibank, N.A., as Trustee under the Indentures, hereby agrees to the execution and delivery of the above Amendments Number 2 to the Leases.

Duly executed by the undersigned, hereunto duly authorized, as of December 1, 1978.

CITIBANK, N.A., as Trustee

By



ANNEX

Changes to Schedule 3 of the Lease
(not relating to surface railway rolling stock)

<u>Group</u>	<u>Add</u>	<u>Delete</u>	<u>Substitute</u>
I	3. Emergency Medical Vehicle		
II	4. Longwall Mining System		
IV		5. 4/0 SKV Cable	5. 4/0 8 KV Cable

Change to Schedule 3 of the Lease
(relating to surface railway rolling stock)

VI(b)	2. Electric Powered Jacks
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